



CONTRACT NO. 12-0442 **A**

for Asphaltic Concrete

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **C.W. Roberts Contracting, Inc.** (hereinafter "Contractor") to supply **Asphaltic Concrete** to the County pursuant to County Bid number **12-0442** (hereinafter "Bid"), addenda nos. 1 dated July 12, 2012 and 2 dated July 26, 2012, opening dated **August 1, 2012** and Contractor's **August 1, 2012** Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **October 1, 2012** through **September 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Sandra Rogers
Contracting Officer

Date: 09-11-2012

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 441
Ph (352) 343-9839

P.O. Box 7800
Fax (352) 343-9473



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

Date: July 12, 2012

ITB 12-0442

ITB Title: Asphaltic Concrete

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does X does not change the date for receipt of bids or proposals.

Replace page 18 and 19 of this solicitation with the attached two (2) pages.

Firm Name: C W ROBERTS CONTRACTING INC Date: 8/1/2012

Signature:  Title: AREA MANAGER

Typed/Printed Name: CHARLES TAYLOR

REVISED PRICING SECTION

As part of this bid, the vendor shall supply a price for Type SP-9.5 asphaltic concrete. This shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Implemented Modifications to the 2010 Standard Specifications, July 2012 Workbook, for Lettings Effective July - December 2012, #SS334000, Section 334 SUPERPAVE ASPHALT CONCRETE. (REV 1-17-12) (FA 2-6-12) (7-12)

Item Number	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	S-1 Asphaltic Concrete	Ton	500	70.00	35,000.00
2	S-2 Asphaltic Concrete	Ton	500	70.00	35,000.00
3	S-3 Asphaltic Concrete	Ton	4,000	70.00	280,000.00
4	SP-9.5	Ton	4,000	70.00	280,000.00

It is preferred that the asphalt plant of the successful bidder be within the boundaries of Lake County. If the plant of the successful bidder is not within the boundaries of Lake County, it shall be within twenty (20) miles of the geographical boundaries of the County when using an acceptable truck route to reach the vendor's plant.

AZOE COUNTY ROAD 124A
Address
WILLOWOOD, FL 34785
City
SUMTER
County

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA- based electronic payment system: ☐ Yes ☒ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0442

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): WINDYWOOD, FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail: _____

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): N/A

General Vendor Information and Bid Signature:

Firm Name: CW ROBERTS CONTRACTING, INC.
 Street Address: AROB COUNTY ROAD 12AA WINDYWOOD, FL 34105
 Mailing Address (if different): _____
 Telephone No.: 352-380-2540 Fax No.: 352-689-0217 E-mail: CTAYLOR@CWCONTRACTING.COM
 FEIN No. 59 - 1683961 Prompt Payment Terms: _____ % _____ days, net
 Signature: [Signature] Date: 8/1/2012
 Print Name: CHARLES TAYLOR Title: AREA MANAGER

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- | | |
|---|---|
| <input type="checkbox"/> Sole vendor | <input type="checkbox"/> Pre-qualified pool vendor based on price |
| <input type="checkbox"/> Pre-qualified pool vendor (spot bid) | <input type="checkbox"/> Primary vendor for items: _____ |
| <input type="checkbox"/> Secondary vendor for items: _____ | <input type="checkbox"/> Other status: _____ |

Signature of authorized County official: Sandra Rogers Date: 9/11/2012

Printed name: Sandra Rogers Title: Contracting Officer

Purchase Order Number assigned to this contract for billing purposes: _____



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2

Date: July 26, 2012

ITB 12-0442

ITB Title: Asphaltic Concrete

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum ___ does X does not change the date for receipt of bids or proposals.

Changes to ITB 12-0442, Asphaltic Concrete:

1. Delete Section 1.8, Insurance.
2. There will be no delivery as part of this bid.

Firm Name: CAL ROBERTS CONTRACTING, INC

Date: 8/1/2012

Signature: _____

Title: AREA MANAGER

Typed/Printed Name: CHARLES TAYLOR



ORIGINAL

**INVITATION TO BID (ITB)
ASPHALTIC CONCRETE**

ITB Number: 12-0442 Contracting Officer: Sandra Rogers
Bid Due Date: August 1, 2012 Pre-Bid Conf. Date: Not applicable
Bid Due Time: 3:00 PM ITB Issue Date: July 11, 2012

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	Section 1.15
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this solicitation

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: CVI Roberts Construction, Inc Phone Number: 352-330-2540
E-mail Address: ctaylor@cviconsulting.com Contact Person: Charles Taylor

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the purchase of asphaltic concrete in conjunction with the County's needs.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Sandra Rogers, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: srogers@lakccountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award in the County's Best Interests

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received. It is the intent of the County to make a multiple award for this ITB.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract - Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless

otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). The vendor may submit an asphalt re-determination on a quarterly basis. There shall be no other adjustments, including an adjustment for fuel or any other items.

Section 1.6.1: PRICE RE-DETERMINATION FOR ASPHALTIC CONCRETE

Due to the fluctuation of the manufacturing cost for bituminous material, an adjustment (up or down) of the price charged to the County may be applied. A price adjustment may be requested by the vendor or initiated by the County if determined to be in the best interest of the County on a quarterly basis per calendar year. The adjustment shall be based solely upon bituminous adjustments as documented in the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction, 2010 Edition, Section 9-2.1.2, BITUMINOUS MATERIAL. All adjustments shall be determined by calculating the difference between the base index, which shall be established at the time of the bid closing, and the current index. Any adjustments shall be based on the index available on the 15th day of the month and shall be based on the unrevised indexes. If for some reason the information for the current month has not been updated, the adjustment will be made from the previous month. The percentage of the difference between the indexes shall be applied to the vendor unit price. Any increase or decrease in the contract price(s) shall only apply to orders that are dated after the price adjustment has been processed by the County. No price adjustment shall be given for an order that has previously been issued or received. Adjustments shall be calculated using form 700-050-66, (see Attachment 2) Vendor's Estimate Worksheet Bituminous and Polymer Material. This form can be found by going to the following link: <http://www.dot.state.fl.us/construction/fuel&bit/FuelForms.shm>, and then select the link associated with "Lump Sum & Design-Build, Asphalt & Bituminous Adjustments on projects let January 2007 forward".

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding product ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were received and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the received date of the goods

or services. Under no circumstances shall the invoices be submitted to the County in advance of the receipt and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of receipt or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following

minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion/Delivery

As specified in Statement of Work

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work

which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the vendor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded vendor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the vendor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

Not applicable to this solicitation

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13: Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and one (1) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid in **BLUE INK** in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Availability of Contract to Other County Departments

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.15: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.16: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.17: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental

standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.18: Local Office Shall be Available

The vendor shall maintain a distribution site within twenty (20) miles of the geographical boundaries of Lake County when using an acceptable truck route to reach the vendor's plant. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

The plant of the successful bidder shall be either inside the boundaries or within twenty (20) miles of the Lake County geographical boundaries.

Section 1.19: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.20: Material Safety Data Sheet (MSDS)

It is a vendor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. In addition, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

SCOPE OF SERVICES

All asphaltic concrete supplied as part of this ITB shall meet or exceed the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition, Section 331, TYPE S ASPHALT CONCRETE.

It is preferred that the asphalt plant of the successful bidder be within the boundaries of Lake County. If the plant of the successful bidder is not within the boundaries of Lake County, it shall be within twenty (20) miles of the geographical boundaries of the County when using an acceptable truck route to reach the vendor's plant.

Under normal circumstances, up to ten (10) tons of asphaltic concrete is used on a daily basis to be used by the three (3) County Maintenance Areas. Each Area Supervisor, or designee, shall call the day before with their order for the next day. These orders will be picked up by the County. There will be occasions that larger orders shall be made. The vendor's plant shall have a capacity of supplying a minimum of two hundred (200) tons during an eight (8) hour day. The County may pick up or request that the larger orders be delivered.

When the County picks up the product, the plant employee will give the County employee a ticket showing the date, ticket number, County truck number, type of material, weight of material, and the signature of the County driver. A copy of the same ticket shall be included with the invoice.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in

writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of

- the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
 - C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
 - D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
 - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
 - G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
 - H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from

paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the

required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any

court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

ITB TITLE: ASPHALTIC CONCRETE

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountycler.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: July 12, 2012Addendum #2, Dated: July 26, 2012

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:☐ No Addendum was received in connection with this ITB.

REVISED PRICING SECTION

As part of this bid, the vendor shall supply a price for Type SP-9.5 asphaltic concrete. This shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Implemented Modifications to the 2010 Standard Specifications, July 2012 Workbook, for Lettings Effective July - December 2012, #SS334000, Section 334 SUPERPAVE ASPHALT CONCRETE. (REV 1-17-12) (FA 2-6-12) (7-12)

Item Number	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	S-1 Asphaltic Concrete	Ton	500		
2	S-2 Asphaltic Concrete	Ton	500		
3	S-3 Asphaltic Concrete	Ton	4,000		
4	SP-9.5	Ton	4,000		

It is preferred that the asphalt plant of the successful bidder be within the boundaries of Lake County. If the plant of the successful bidder is not within the boundaries of Lake County, it shall be within twenty (20) miles of the geographical boundaries of the County when using an acceptable truck route to reach the vendor's plant.

Address

City

County

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA- based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: _____

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Bid Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Vendor's Estimate Worksheet Bituminous and Polymer Material.

Attachment 1

WORK REFERENCES

Agency	SEE ATTACHED
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Governmental References

- Florida Department of Transportation Mr. Steve Benak
Haydon Burns Building District Construction Engineer
Tallahassee, Florida 32399-0450 850-638-0250
- Liberty County Board of Commissioners Mr. Robert Hill
P.O. Box 399 Clerk of Court
Bristol, Florida 32321 850-643-2215
- Calhoun County Board of Commissioners Mr. Sonny O'Bryan
20859 Central Avenue Director
Blountstown, Florida 32424 850-674-3520

Credit References

Banking:

Superior Bank (formerly The Bank) Ms. Elaine Barber
P.O. Box 550 Account Representative
Bristol, Florida 32321 850-643-2221

Insurance

Mcgriff, Scibels & Williams, Inc.
P.O. Box 10265
Birmingham, AL 35202 (205) 252-9871

Trade References

- Eli Roberts & Sons Oil Company Mr. Charlie Roberts
2195 Lake Bradford Road President
Tallahassee, Florida 32310 850-576-3145
- Ring Power Mr. Johnny Haire
32000 Blue Star Hwy Sales Rep
Midway, FL 32343 (850)562-2121 Fax (904)448-4021
- Capital Truck Mr. Chris Adkinson
4740 Blountstown Hwy Sales Rep
Tallahassee, FL (850)575-8655 Fax 575-8655
- Ergon
P.O. Box 1569
Jackson, MI 39215-1569 601-933-3000

MAJOR PROJECTS COMPLETED

PROJECT LOCATION	PROJECT DESCRIPTION	WORK ACTIVITIES INVOLVED	PROJECT VALUE	CONSTRUCTION TIME PERIOD	CONTACT INFORMATION	COMMENTS
Winton County Airport, Dunnellon Runway 5-22	Rehabilitate Runway 5-22	Mill and Resurface Runway 5-22	\$1,500,000.00	Mid 2011	Mr. Doug Norman P.E. 407-280-1919	No significant Change Orders and No Claims
Leesburg International Airport	Mill and Overlay Runway 3-21	Mill and Overlay Runway 3-21, Extend Runway 3 Safety Area, Overlay Taxiway X	\$2,000,000.00	Early 2011	Mr. Scott Brady P.E. 941-342-5321	No significant Change Orders and No Claims
Orlando International Airport	Installation of Runway Status Light System in 3 runways	Installation of 24,000 LF of Channelized Drain Corridor and installation of 25,000	\$1,600,000.00	Begin Jan 2012	Frank Pulte 407-509-2885	No significant Change Orders and No Claims
International Municipal Airport	Realign to a existing Runways and Parallel Taxiways	This project consist of widening of the existing Runway and sections of existing Taxiways then Re-Construction of the Runway and Taxiway in a new alignment. Activities Parallel relocation of an existing parallel Utility Relocations, Storm Drain Installations, Heavy Earthwork, Base, Paving, Lightening, signage, and Marking	\$2,400,000.00	Begin Oct 09, on going	Mr. Doug Norman P.E. 407-280-1919	No significant Change Orders and No Claims
Orlando County Airport (Design B-1)	Widen and Strengthen Taxiways A and C, Construct Taxiway E-1	This consisted of widening from 45' wide to 60' wide existing Taxiways A and C and strengthening the existing portions of Taxiway E. Construction activity included Demolition, Grading, Installation of Base and Pavement, Installation of Lightening, signs and pavement marking and installation of storm drainage	\$2,400,000.00	Completed Nov 2009	Mr. Scott Brady P.E. 941-342-5321	No significant Change Orders and No Claims
Leesburg International Airport	Extend Runway 31 and Taxiway A 1000' Extension	This was a 1000' extension of Runway 31, section of a parallel taxiway and aircraft apron area, surface removal, clearing and grading for a 1000' extension of Runway 31 and 200' extension of the end of the runway.	\$2,500,000.00	Completed Dec 2008	Mr. Scott Brady P.E. 941-342-5321	No significant Change Orders and No Claims
Kissimmee Municipal Airport	Runway Safety Area Improvements	Grading and Graveling, in fill existing drainage canal, install Large Storm Pits to replace canal, Extendable Retention pond, install bird netting over 4 Acre Pond.	\$1,200,000.00	Completed in 2007	Mr. Doug Norman P.E. 407-280-1919	No significant Change Orders and No Claims
Chandler County Airport (Design B-1)	Rehabilitate Existing Concrete Parking apron	This project involved removal of existing VAN II concrete pavement and replacing with 4" rock subgrade and 12" PCC in the Corridor and Terminal Area. Designed for Airbus A 320 Class aircraft.	\$2,400,000.00	Completed in November 2008	Mr. Scott Brady P.E. 941-342-5321	No significant Change Orders and No Claims
Leesburg International Airport	Extend Runway 13 and associated taxiway	This was a 500' extension of Runway 13, section of a parallel taxiway and aircraft apron area, surface removal, clearing and grading for a 1000' extension of Runway 13 and 200' extension of the end of the runway.	\$2,400,000.00	Completed in 2008	Mr. Scott Brady P.E. 941-342-5321	No significant Change Orders and No Claims
Wesburn International Airport	Taxiway Q, U, and Parking Apron	Improve C grading and Graveling, Heavy Graveling, section of Storm Drains, Retention Pond, Base, Asphalt Pavement, Lightening, lighting and marking	\$2,000,000.00	Completed in 2004	Mr. Scott Brady P.E. 941-342-5321	No significant Change Orders and No Claims
Orlando International Airport	Master Grading and Drainage for Future South Terminal Complex	This project consisted of Master Grading an approximately 2.20 Acre area, 800,000 CY of Excavation and Subsequent Installation of Large Storm Drains Piers, Construction of a 10' x 10' Box Culvert under 8000 LF long, Construction of Two Large Water Control Structures, A total of 14,000 CY of Concrete was placed, Relocation of the Storm Drain, Relocation of a Service Road.	\$17,000,000.00	2004 thru November 2005	Mr. Jim Koss, AASHTO Project Engineer 407-598-1122	No significant Change Orders and No Claims
Orlando International Airport	Phase I North Grassfield Taxiway	In fill existing apron, demolished part of Runway 4, extend 28 Acre retention pond, Excavate storm drainage, construction of Base, asphalt, concrete, rock, lightening and signage.	\$10,575,000.00	Completed in 1999	Mr. B. Gennepers Team	No significant Change Orders, One Claim
Orlando-Stanford International Airport	Terminal Apron Expansion	Construction of a PCC Airport Parking Apron, an asphalt service road and parking area for cargo planes, construction of a Cast in place concrete box culvert, construction of an all water separator in the storm water system, construction of storm water conveyance system and holding ponds, modifications to existing utility systems serving the FAA control tower and modifications to the existing fence/curb system.	\$8,150,000.00	Oct 2008 thru March 2007	Mr. Larry Dale, Director of Aviation 407-585-4000	No significant Change Orders and No Claims
Orlando-Stanford International Airport	Extend Runway 9B-2L and associated parallel Taxiway	This was a 1000' extension of the runway and parallel taxiway, it included Heavy clearing, clearing of two runways, extensive storm water piping and retention ponds, retaining, lightening and resurfacing of both the extension and existing portion.	\$7,800,000.00	Completed in 2003	Mr. Larry Dale, Director of Aviation 407-585-4000	No significant Change Orders and No Claims
Sanford International Airport	Extend Runway 14-32 and Parallel Taxiway	This project added 1000' LF to the existing Runway and taxiway, portions of the extension were placed on each end. A Reinforced Concrete seawall was constructed at the 14 and, Utility lines were relocated, storm Drains installed, and ponds relocated.	\$10,000,000.00	Completed in 2002	Sanford Airport Mr. Ray White 941-355-5007	No significant Change Orders and No Claims
Sanford International Airport	Taxiway C Construction	Construction of a 5000' LF taxiway parallel to runway 14-32, installed Gravel, Storm Drainage, Base Construction, asphalt Pavement, Lightening and Marking.	\$4,200,000.00	Completed in 2003	Sanford Airport Mr. Ray White 941-355-5007	No significant Change Orders and No Claims
Dee County Florida, Florida Turnpike Project	Construction of an interchange with Florida's Turnpike and Kissimmee Park Road	This consist of constructing an Interchange with Florida's Turnpike and Kissimmee Park Road, it involved Earthwork, Approx 200,000 CY, Construction of 161 Boreds, Construction of A Bridge over the Turnpike, Significant Maintenance of Traffic, Parkway and Base Construction, Pavement Markings, Storm Drains, and Utilities	\$14,000,000.00	2005 thru April 2007	Mr. Mark Davidson, Project Engineer 407-581-5514	No significant Change Orders or Claims

MAJOR PROJECTS COMPLETED

LOCATION	PROJECT DESCRIPTION	WORK ACTIVITIES INVOLVED	PROJECT VALUE	CONSTRUCTION TIME PERIOD	CONTACT INFORMATION	COMMENTS
1 Lake County, FL, Florida	Converted Toll lanes to 5 Pass Only	These were four separate projects at four locations: SR 50 and 104 NB, SR 50 and 104 SB, US 27 and 104 SB and 104 NB. They all involved either adding a lane or converting existing lanes to 5-pass only. Work required included MCT, Pavement Milling, Top Dressing, and resurfacing. New signs and signage lighting modifications.	Project values varied from 1 million to 2 million	2002 thru 2005	Joe Chirley Florida Toll Engineer	No major Change orders or claims
FL	Four Lane CR 468 and Cort Ave.	This project converted an existing 2 lane roadway to a 4 lane urban section. Activities included Mill of Traffic, Installation of Storm Drains, Traffic, Curb, Sewer, Signals, Median Strips, Interchange, Interchange, and Signals.	\$7,500,000.00	Scheduled for Completion April 2005	Robert Smith, P.E. 407-461-1564	No claims, No major changes
FL	Wage Road Project, Four Lane CR 209 and CR 220	The conversion of two major roadways in Clay County, FL. CR 209 involved constructing a new 4 lane roadway connecting to existing 4 lanes on each end. CR 220 was an existing 2 lane road and was converted to a 4 lane roadway. Both roads involve installation of Erosion Control drainage systems, retention ponds with control structures, manholes, culverts, silt traps, inspection, curb, sidewalks, markings and signs.	\$13,173,500.00	Completed Dec 2005	Armed Safford, PE 407-444-0511	Multiple Change orders due to change orders and unknown utilities. No claims
FL	US 5 and SR 528 Interchange	Total reconstruction of the US 5 and SR 528 (Boulevard) Interchange. Construction and reconstruction of bridge over US 5 on SR 528. Reconstruction of ramps, section of travel lanes on SR 528, construction of median barriers. Tasse mounted traffic, retention ponds, storm drains, markings and standing storage	\$7,023,000.00	Completed in 1997	Contractor for FDOT	No claims, no change orders
FL	Four Lane SR 50	Constructed for the FDOT, convert an existing 2 lane rural to a 4 lane rural roadway, involved Mill of Traffic, Grading, Base and pavement, storm drains, section retention, marking and signs	\$5,200,000.00	Completed in 1994	Contractor for FDOT, Frank O'Don, District 5	No claims, no change orders
FL	CR 512 Phase I	Conversion of an existing 2 lane rural section to a 4 lane urban section, construction of stormwater ponds, dedicated storm drainage system, Curb, sidewalks, markings, signs	\$1,500,000.00	Completed in 1998	Contractor for Indian River County Public Works	No claims, no change orders
FL	Hendrick Highway	This involved construction of a new 4 lane roadway connecting to SR 50 at its south end and US 27 at the north. Activities included Heavy Earth Moving, curb, CR 4 Underpass, Retention pond and signs, storm drains, Curb, Storm Water, Sidewalks, markings and signage.	\$4,000,000.00	Completed in 1999	Mr. Jim Stevenson PE Lake County Engineer	No claims, No Change orders
FL (Public Works)	Four Lane Dean Road	Constructed for Orange County Public Works, convert an existing 2 lane rural road to a 4 lane urban road. Involved Mill of Traffic, grading, base and pavement, curb, sidewalks, storm drains, utility relocation, retaining walls and storage	\$2,300,000.00	Completed in 1996	Mr. W. J. Deane, Orange County Road Dept. 407-839-7824	No claims, no change orders
FL (Public Works)	John Young Parkway Phase I	Construction of a new 4 lane roadway, Urban Section, included a bridge over the Florida Turnpike, Heavy Grading and Grubbing, Heavy Grading, base and pavement, gutters, 1200, grade, storm drains, utility relocation, retention, drainage, markings and signs.	\$8,500,000.00	Completed in 1993	Mr. W. J. Deane, Orange County Road Dept. 407-839-7824	No claims, no change orders
FL	Eastern Gateway Corridor 403 (this is now known as SR 417)	Construction of a new 4 lane roadway, on the eastern side of Orange, Grading and Grubbing, Demolition of structures, Heavy Grading, Storm Drains, Bridges, gutters, 1200, base and pavement, markings and signs.	\$7,500,000.00	Completed in 1995	Contractor for Orange County	No claims, no change orders
FL	Four Lane US 152, from the Brevard County Line into Orange County for 7 miles	This project consisted of converting an existing 2 lane roadway to a 4 lane divided highway. Involved movement of 40,000 CY of earth material, installing Storm Drains, Constructing Box Culverts, Rebuilding Existing Box Culverts, construction of Road Base and Pavement, Installation of Traffic Markings and Signs.	\$12,353,000.00	Nov 2004 thru February 2005	Mr. Frank O'Don, District 5 FDOT 407-444-0511	No significant Change Orders and No Claims
FL (The Village, FL)	Four Lane CR 468A	The project involved an existing 2 lane rural roadway to a 4 lane urban roadway. Involved Mill of Traffic, Heavy Grading, storm drains, extensive utility installation, curb, sidewalks, gutters, 1200, base and pavement, markings, landscaping, irrigation, marking, concrete signs.	\$12,200,000.00	Completed in 2007	Mr. Tom McDermott, District 5 FDOT 407-444-0511	No claims, No Change orders
FL	Site development and construction of a Parking Lot	The project involved construction of portions of the existing lot, installation of a storm retention system, retention ponds, Storm, pavement, curb, sidewalks, utility relocation, and pavement markings	\$150,000.00	Completed Oct 2005	Mr. Scott Brady P.E. 941-344-4021	No claims, No Change orders
FL	Site development and construction of a Parking Lot	This project involved construction of an existing facility, installation of Utilities, storm water system, retention ponds, parking, landscaping, irrigation and base and pavement surfaces to be used as a receiving lot for storm water coming to Grand International Airport	\$500,000.00	Completed in 2005	Mr. Jim Kress, AECI Inc. Project Engineer 407-450-1122	No claims, No Change orders

MAJOR PROJECTS COMPLETED

LOC. LOCATION	PROJECT DESCRIPTION	WORK ACTIVITIES INVOLVED	PROJECT VALUE	CONSTRUCTION TIME PERIOD	CONTACT INFORMATION	COMMENTS
1 County Florida	WAL Mart Distribution Center No. 7233	Complete Site Development of a 230 Acres site to accommodate a Regional Distribution Center for North America. Included Mass Grading of 800,000 CY of earthmoving. Construction of 1/4 Mile Storm Water Retention Ponds, Gravel and Dust control. Construction of a Storm Water Conveyance System, Fire Protection System, Potable Water System. Truck entrance roads and parking areas, site entrance road and parking area.	\$3,550,000.00	Let to 2005 thru January 2007	Mr. David Murray, Vice President, U.S. Clark Construction 3316-785-1000	No Major Change Orders and No Claims
18 County Florida	SYSCO Foods Southeastern Regional Distribution Center	Complete Site Development of a 175 Acres site to construct a Regional Distribution Center. Included Mass Grading of 400,000 CY of earthmoving. Construction of 1/4 Mile Storm Water Retention Ponds and associated storm piping. Erosion and Dust control. Construction of Interior Roads and Parking Areas for trucks, trailers and exit roadways on County Roads and Sevier and Water Infrastructure.	\$13,000,000.00	Started in 2005 and completed in 2005	Mr. Mike Jassawala, Project Manager 407-459-8502	No Major Change Orders and No Claims
2 County Florida	Phase V Orange County Convention Center	300 Acres Site Development for Orange County Florida Convention Bureau. Work included: Included 800,000 CY excavation and disposal of bulk. Installation of 2,000,000 CY of fill material. Installation of Storm Ponds up to 57' in Diameter and construction of a 32 Acres storm pond. Concrete Utility infrastructure installation, construction of access roadways, parking areas and lined ponds with storming.	\$38,474,800.00	Contract signed in 2004	Mr. Kurt Kossler, P.E. Civil Project Manager 407-459-7185	This was a Design/Build contract project, where the construction team had the drawings were not complete.
Major Services Inc.	Partial Slope Closure, Class I Landfill	This project consisted of 25 Acres of Slope Closure, work involved: Included existing changes in preparation for intermediate cover, installation of a liner and drainage system, installation of a top earth collection system, stormwater ponds and bed down piles and erosion control stabilization at the storm outlet.	\$1,000,000.00	Completed August 2003	Mr. Mike Kossler, Engineering Manager, JED and Walsh 304-873-2446	No Claims
1 County Florida	Final Closure of a 75 Acres Class I Municipal Landfill Oct 1998	This project was a 75 Acres Class I landfill closure. It involved moving 500,000 CY of cover soil from an on site source and placing on top of a synthetic liner. It included installation of Gas collection wells, a Gas collection system, a landfill pumping system, installation of Compressor stations and forebays to deliver the leachate to storage tanks.	\$17,657,000.00	Nov 2007 thru August 2008	Mr. Jim Fyfe, P.E. Senior Engineer Orange County Solid Waste, 407-435-6325	A two million dollar discretionary change order. No claims.
1 County FL	3 Street Co. Central Landfill Partial Slope Closure East Slope	This was a 35 Acres slope closure, Class I Municipal landfill work. Included excavation and shaping of geotextile, an intermediate cover layer of soil below synthetic liner, protective cover over liner, installation of storm pit down system, installation of gas wells and gas collection system, a pump station and leachate collection system.	\$2,000,000.00	Completed in 1999	Mr. Gary Datta, Facility Manager 352-343-3776	No claims, No Change Orders
County FL	Leaky Lake Landfill Final Closure	This was a 27 Acres Closure. It included siting of partitions, installing an intermediate cover layer, installation of a synthetic liner and placement and shaping of fine stone, elimination of a 5 acre retention pond and construction of a transfer station.	\$2,800,000.00	Completed in 1999	Mr. Gary Datta, Facility Manager 352-343-3776	No claims, No Change Orders
Beach County, FL	Construction of Cell 3, Class I Cell	This was a 30 Acres Class I cell, the project involved on site screening of soils for use in the intermediate and final cell layers, installation of a synthetic liner system, construction of a leachate collector/distribution system, pump station and forebay.	\$3,500,000.00	Completed in 1998	Carla Dwyer and Mark No Claims Engineers, Mr. Emmett Owers 407-452-8931	No claims, No Change Orders
1 County FL	Part City Landfill, New Class I Cell Construction	This was a 22 Acres Class I cell, consisted of Grading, installation of intermediate and protective soil layers, installation of a synthetic liner system, leachate collection and distribution system, pump station and forebay.	\$2,000,000.00	Completed in 1999	Miller/Sefton Engineers	No claims, No Change Orders
11th High School, Lake Co. FL	Site Utilities and Infrastructure Development	Heavily Served as a Site Contractor to Alex Building Corp. performing all of the on site and off site infrastructure development. Work included installation of Utilities, Storm water collection system, storm water retention ponds, curbs, sidewalks, Office improvements to access roads and municipal streets, road and parking lot construction, pavement markings, traffic control elements.	\$1,500,000.00	Contract signed in 2005	Alex Building Corp., 13300 S.W. 11th Avenue, Fort Lauderdale FL 33304	No significant change orders or claims
14th High School, Lake Co. FL	Site Utilities and Infrastructure Development	Heavily Served as a Site Contractor to Alex Building Corp. performing all of the on site and off site infrastructure development. Work included installation of Utilities, Storm water collection system, storm water retention ponds, curbs, sidewalks, Office improvements to access roads and municipal streets, road and parking lot construction, pavement markings, traffic control elements.	\$2,000,000.00	Completed in 2005	Alex Building Corp., 13300 S.W. 11th Avenue, Fort Lauderdale FL 33304	No significant change orders or claims

Attachment 2

**Contractor's Estimate Worksheet
Bituminous and Polymer Material
(Design Build and Lump Sum Projects)
Worksheet No. _____**

Financial Project ID:	_____		
Contractor:	_____		
Contract Number:	_____		
From (Mo/Day/Yr):	_____	To (Mo/Day/Yr):	_____

Asphalt Material			
Asphalt Tonnage Placed:	_____		
Additional Gallons (ARMI*):	_____		
<small>*Asphalt Rubber Membrane Interlayer</small>			
Base Index Month:	_____	Base Asphalt Price Index:	_____
Current Index Month:	_____	Current Asphalt Price Index:	_____

Polymer Material			
Polymer Tonnage Placed:	_____		
Base Index Month:	_____	Base Polymer Price Index:	_____
Current Index Month:	_____	Current Polymer Price Index:	_____

Asphalt Material (ASPHALT TREATED PERMEABLE BASE)			
Asphalt Tonnage Placed:	_____		
Base Index Month:	_____	Base Asphalt Price Index:	_____
Current Index Month:	_____	Current Asphalt Price Index:	_____

Effective January 2007 Letting
(Revision 6/21/2010)

Navigation Functions	
Go To Main Sheet	Go To Last Month Sheet
Save As Month Sheet	Remove Last Month Sheet

**CONTRACTOR'S ESTIMATE WORKSHEET
BITUMINOUS AND POLYMER MATERIAL
(DESIGN BUILD AND LUMP SUM PROJECTS)**

WORKSHEET NO. _____

FINANCIAL PROJECT ID. _____
CONTRACTOR _____
CONTRACT NO. _____

PERIOD REPRESENTED BY WORKSHEET:
FROM (MO/DAY/YR) _____ TO (MO/DAY/YR) _____

ASPHALT MATERIAL

ASPHALT TONNAGE PLACED _____
GALLONS OF ASPHALT CEMENT USED IN MIX * _____
ADDITIONAL GALLONS (ARMI*) _____
TOTAL GALLONS _____
BASE ASPHALT PRICE INDEX FOR (____): _____
CURRENT ASPHALT PRICE INDEX FOR (____): _____
ASPHALT PRICE INDEX DIFFERENCE: _____
MONTHLY DOLLAR AMOUNT: _____

POLYMER MATERIAL

POLYMER TONNAGE PLACED _____
GALLONS OF POLYMER USED IN MIX * _____
TOTAL GALLONS _____
BASE POLYMER PRICE INDEX FOR (____): _____
CURRENT POLYMER PRICE INDEX FOR (____): _____
POLYMER PRICE INDEX DIFFERENCE: _____
MONTHLY DOLLAR AMOUNT: _____

ASPHALT MATERIAL (ASPHALT TREATED PERMEABLE BASE)

ASPHALT TONNAGE PLACED _____
GALLONS OF ASPHALT CEMENT USED IN MIX * _____
BASE PRICE INDEX FOR (____): _____
CURRENT ASPHALT PRICE INDEX FOR (____): _____
ASPHALT PRICE INDEX DIFFERENCE: _____
MONTHLY DOLLAR AMOUNT: _____

* Calculations based on Specifications.